

# Terms and Conditions

## 1. AGREEMENT SUMMARY

- 1.1 This agreement outlines the Terms and Conditions of membership to UK NARIC. By signing the Order Form you agree to use the services provided as reference tools in line with these Terms and Conditions. The information contained in these tools is for the internal organisational use of the client only and may not be distributed to any third parties.
- 1.2 There are a number of supporting services available if users within your organisation need or would like any more formal assessments or training. Please contact the Membership Services team for more information; details are available at [www.naric.org.uk](http://www.naric.org.uk).
- 1.3 UK NARIC's data and information shall be used as guidance for individual assessments only and should not be exhibited on any website or in any publication without consent or in any other distributed format which enables individuals to access the information without supervision.

## 2. COPYRIGHT

- 2.1 UK NARIC / ECCTIS Ltd publications, online databases and data are protected by copyright. Copyright also exists in the licensed software, which enables databases to be accessed and read. The copyright in the text and graphics of UK NARIC / ECCTIS Ltd publications and online databases rests with the Crown.
- 2.2 No part of a publication may be copied, added to, adapted, translated, decompiled or recompiled, reverse engineered or transferred (whether electronically or otherwise) onto any other computer system or medium, except as specifically provided for in this document.
- 2.3 The UK NARIC logo and name may not be used without the specific permission of UK NARIC / ECCTIS Ltd.
- 2.4 The ECCTIS logo and name and may not be used without the specific permission of UK NARIC / ECCTIS Ltd.
- 2.5 UK NARIC / ECCTIS Ltd does not accredit, verify or endorse any organisation that is a member of UK NARIC. Suggesting otherwise will be in breach of the Term & Conditions of membership.

### **3. DATA**

- 3.1 Whilst every effort is made to ensure accuracy, UK NARIC / ECCTIS Ltd cannot be held responsible for any errors or omissions within the information contained within UK NARIC / ECCTIS Ltd publications / online databases. UK NARIC / ECCTIS Ltd cannot be held liable for any direct, indirect or consequential damage or loss resulting from reliance on information contained in the publication, use, misuse, or malfunction of the publications / online databases.
- 3.2 UK NARIC / ECCTIS Ltd reserves the right at any time to change, modify, or update the publications / online databases. UK NARIC / ECCTIS Ltd shall be entitled to terminate access to the online database(s) if copyright is infringed, or in any other way breach this agreement.
- 3.3 For best results all online databases should be run on the latest version of the appropriate web browser. ECCTIS Ltd will not be liable should the publication not function as intended if used with other browsers.
- 3.4 UK NARIC / ECCTIS Ltd cannot be held responsible for errors caused by third party software. databases.

### **4. LIMITATION OF LIABILITY**

- 4.1 Whilst every effort is made to ensure the safety of our network UK NARIC / ECCTIS Ltd is not liable for any viruses uploaded to the Website by third parties.
- 4.2 UK NARIC / ECCTIS Ltd is not liable for any failure in respect of its obligations hereunder which result directly or indirectly from failure or interruption in software or services provided by third parties.

### **5. LICENSING AGREEMENT**

- 5.1 Access to the UK NARIC / ECCTIS Ltd online databases is strictly provided by licensed agreement. Such agreement is usually provided to a single organisation.
- 5.2 Employees within the organisation making the agreement are the only users allowed to access the UK NARIC services under the terms and conditions of the agreement.
- 5.3 Each organisation member will have a nominated Power User who will manage the usage of the online databases. There are two other categories of User: a Standard User, who has access to use the online databases; and Contact Only Users who have no access to the online databases.

- 5.4 Users within member organisations should log-in using their personal business email addresses only. If a member organisation is found to be allowing multiple users to log-in under one email address then UK NARIC / ECCTIS Ltd reserves the right to with-hold access to the services available until the situation has been resolved.
- 5.5 Access to the online databases is provided through Membership Packages. These Membership Packages are defined elsewhere on the UK NARIC website. The content of the packages may vary from member to member at the discretion of UK NARIC / ECCTIS Ltd.
- 5.6 In exceptional circumstances UK NARIC / ECCTIS Ltd may allow access to the online databases to be provided to an organisation under an agreement through a third party. In these circumstances UK NARIC / ECCTIS Ltd will enter into a separate agreement with the organisation in question.
- 5.7 Any Training that is provided as part of one of the Membership Packages can only be redeemed against scheduled training sessions provided by UK NARIC / ECCTIS Ltd and is always subject to availability.
- 5.8 The turnaround time specified under the 'Customer Service' aspect of the Membership Packages refers to the resolution of enquiries that do not require research. Any enquiries that require research will take longer.
- 5.9 Enquiries submitted to UK NARIC / ECCTIS Ltd as part of the Customer Service part of a Membership Package will only be responded to if they come from a current member organisation and if the User is registered.

## **6. INFORMATION USE**

- 6.1 The production of multiple copies outside the range of the licensing agreement or WAN beyond the range or scope of the site (s) licenced, on any medium is strictly forbidden (with the exception of parties who have negotiated a sub-licence agreement) as is the use of this publication/software on a wide area network (WAN), without the express written consent of ECCTIS Ltd. The sale of information contained on the publication version is strictly forbidden.
- 6.2 As a subscriber to this UK NARIC / ECCTIS Ltd publication / online database, you may print out, or save to disk, a single copy of comparability statements or other appropriate information so long as any such copy is for your personal or internal corporate use only. Should you wish to have any formal statements, these are available from UK NARIC through the One-off Enquiry Service. Please contact the Membership Department for details t: +44 (0)871 330 7303, e: membership@naric.org.uk.
- 6.3 The publication / online database is available to access for the full duration of a membership, as detailed in the licence description above. At the end of each membership period members will be contacted and given the opportunity to renew membership for a further year(s).
- 6.4 Members of UK NARIC / ECCTIS Ltd can not give out the personal contact details of any member of staff of UK NARIC / ECCTIS Ltd unless they have been given specific instruction to do so.

## **7. RENEWALS**

- 7.1 Subscription expiry date: This is completed by UK NARIC / ECCTIS Ltd on receipt of your order. A reminder will be issued to all subscribers three months prior to the expiry date.

## **8. DURATION OF MEMBERSHIP**

- 8.1 One subscription will allow access to the UK NARIC / ECCTIS Ltd service for a period of 12, 24 or 36 months only.

## **9. CESSATION**

- 9.1 Membership of UK NARIC / ECCTIS Ltd will cease one day after membership has expired.
- 9.2 In exceptional circumstances UK NARIC / ECCTIS Ltd may extend an existing member's access to the online database, but only if membership is going to be renewed.

## **10. INTERRUPTION TO SERVICE**

- 10.1 UK NARIC / ECCTIS Ltd take every possible precaution to ensure that there will be no interruption to the services that are provided to members.
- 10.2 In the unlikely event that the services of UK NARIC / ECCTIS Ltd are interrupted, no refund will be given.

## **11. PAYMENT**

- 11.1 UK NARIC / ECCTIS Ltd reserves the right to undertake references to check the credit-worthiness of organisations that subscribe to become members of UK NARIC and purchase any product or service provided by UK NARIC / ECCTIS Ltd.
- 11.2 Where credit terms are agreed with customers a strict 30 day credit from the date goods are received may be granted.
- 11.3 ECCTIS Ltd understands and will exercise its statutory right to claim interest (at 8% above The Bank of England base rate) and compensation for debt recovery, on all overdue debts, where necessary.
- 11.4 This legal right is given under the Late Payment of Commercial Debts [Interest] Act 1998, as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002.

## **12. PAYMENT NOTES**

- 12.1 Please note that in order to receive membership you must read the Terms and Conditions, sign and complete all of your details on the Order Form, whereby you agree to all of the Terms and Conditions outlined above.
- 12.2 Unless a credit agreement is formally arranged goods will only be supplied upon receipt of payment in full.
- 12.3 Credit customers may be asked to complete, sign and return a Payment Form along with the relevant Order Form.

## **13. CANCELLATION & REFUNDS**

- 13.1 For all services / publications / online databases provided by UK NARIC / ECCTIS Ltd once a signed order form is received and processed by UK NARIC / ECCTIS Ltd no refunds will be issued.

## **14. DATA PROTECTION CLAUSE**

- 14.1 Any data submitted by clients will be used purely for administrative and accounting purposes to supply the requested goods or services. This information will not be passed to any third parties.
- 14.2 As part of the administrative process staff at UK NARIC / ECCTIS Ltd will have access to the passwords Users select. UK NARIC / ECCTIS Ltd will not pass this information on to any third party.

## **15. GENERAL TERMS**

- 15.1 These Terms and any other expressly incorporated document constitute the entire agreement between the parties hereto relating to the subject matter hereof and neither party has relied on any representation made by the other party unless such representation is expressly included herein. Nothing in this Clause shall relieve either party of liability for fraudulent misrepresentations and neither party shall be entitled to any remedy for either any negligent or innocent misrepresentation except to the extent (if any) that a court or arbitrator may allow reliance on the same as being fair and reasonable.
- 15.2 No change, alteration or modification to this Agreement shall be valid unless in writing and signed by duly authorised representatives of both parties.
- 15.3 If any provision of this Agreement or part thereof shall be void for whatever reason, it shall be deemed deleted and the remaining provisions shall continue in full force and effect.

- 15.4 Neither party shall be liable for any loss suffered by the other party or be deemed to be in default for any delays or failures in performance hereunder (other than in relation to payment) resulting from acts or causes beyond its reasonable control or from any acts of God, acts or regulations of any governmental or supra-national authority.
- 15.5 Any delay or forbearance by either party in enforcing any provisions of this Agreement or any of its rights hereunder shall not be construed as a waiver of such provision or right thereafter to enforce the same.
- 15.6 This Agreement shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

#### **NOTES ON THE SUBSCRIPTION ORDER FORM**

The address to which all correspondence will be sent will be the one given on the order form. This is usually the Power User's address.

If the invoice address is different from the Power User's address, please provide written confirmation of this with the completed Order Form.